

	STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES		POLICY AND PROCEDURE NUMBER 05.02.010	PAGE 1 of
	Policy and Procedure		EFFECTIVE DATE May 30, 2002	
SUBJECT Procurement of Artwork for Public Buildings and Facilities		SUPERSEDES 05.02.010	DATED 11/6/01	
TITLE Design and Construction	CHAPTER Buildings	APPROVED BY Signature on File		

PURPOSE

To set standard Departmental policy and procedures for the selection of artists and artwork for public buildings and facilities.

POLICY

To select artists and artwork for public buildings and facilities in an objective manner resulting in the acquisition of artwork consistent with AS 35.27 and AS 44.27.

PROCEDURE

Attachment A contains a summary diagram of this procedure. Each activity is identified by two numbers (e.g. 19-20) that are referenced in each of the following procedural discussions.

(Activity 1-2) Following each legislative session, each Region of the Department of Transportation and Public Facilities (DOT&PF) provides the Alaska State Council on the Arts (ASCA) an informal summary of capital projects that identifies proposed buildings and facilities for which artwork may be required.

(Activity 2-3) DOT&PF assigns a Project Manager for each building or facility, who will initiate the selection procedure (*Policy 10.02.010*) for architectural design services.

(Activity 3-4) The Project Manager and the designated client agency's representative for the project decide if artwork is required in accordance with AS 35.27.020 (c) and AS 44.27.060. If artwork is required, the amount allotted must be at least one percent of the construction cost.

If a project consists of new construction or renovation/remodeling of an existing building or facility, the amount for public artwork is required. However, maintenance, repairs, renewal, and replacement projects are excluded from the public artwork requirements. If a project includes multiple operations, some subject to artwork requirements and some not subject to

artwork requirements, only the portion(s) subject to artwork are used in figuring the 1% for art calculations.

If the estimated construction cost is less than \$250,000, or if the building or facility is not for substantial public use, the Project Manager will deposit the amount for public artwork in the Art in Public Places Fund after final acceptance of the facility (Activity 19-20), unless artwork inclusion is authorized by the Department per AS 35.27.020 (d).

If the estimated construction cost is equal to or greater than \$250,000, the Project Manager will pay the amount for public artwork only for the actual costs of design (which may include engineering for the artwork itself, exclusive of the architectural engineering design of the facility or site where the artwork will be displayed), production and mounting of artwork, and direct administrative costs of artists. The Project Manager will not pay for any of the following costs under the amount for public artwork:

- administrative costs of DOT&PF, client agency, ASCA, or the facility design architect
- costs related to a dedication or “unveiling” of artwork
- the client agency’s maintenance and recurring operational utility costs

(Activity 4-5) The Project Manager establishes in writing an artwork Selection Committee consisting of the Project Manager (chairperson), and a designated individual from each of the following: 1) ASCA, 2) the client agency, and 3) the architect. These individuals may receive assistance from facility users, community representatives, public art panel members, or the ASCA; however, the artwork Selection Committee is made up only of the designated four individuals. All committee actions require a simple majority of the total committee members, (i.e. 3 votes) not just a simple majority of those present.

(Activity 5-6) The Selection Committee develops the artwork theme(s) and criteria. The architect develops architectural and engineering constraints during the design development phase, in coordination with the Committee, and includes provisions in the construction documents to integrate selected artwork.

(Activity 10-11) Option for purchase of existing artwork. The Selection Committee, with concurrence of the ASCA committee member, may select existing artwork for the project. In such cases, the Project Manager will arrange for procurement, delivery, and installation. The State will not purchase the artwork before award of a construction contract for the facility.

(Activity 6-7) If the existing artwork option as detailed in Activity 10-11 is not selected, and after the design development phase, the Project Manager prepares an advertisement for artists’ proposals incorporating the artwork theme(s) and criteria, and the desires of the Committee. ASCA distributes the advertisement, receives all artists’ proposals, eliminates inappropriate submittals, and presents acceptable proposals and a summary of the eliminated submittals to the Selection Committee. Each advertisement must include the following:

- A.** Instructions for submittal (format, content, time, date, and place) and an explanation of the selection process to be used.

- B. Identification of the project, generally desired form of artwork, architectural and engineering constraints, anticipated engineering support (e.g. structural analysis of a sculpture) that the artist may be required to obtain, and insurance coverage that the artist will be required to have (workers' compensation and liability insurance as per procurement contract).
- C. Any information and/or assistance to be furnished by others and by whom.
- D. Maximum amount of funding for artwork with a statement that actual price paid to the artist(s) will be negotiated.
- E. Information for obtaining a copy of the Agreement to be used.

(Activities 8-13 & 9-12) Following review and evaluation of artists' proposals, the Committee may select existing artwork (Activity 10–11), select one or more of the submitted proposals, or elect to conduct a Design Competition among several designated artists based on their conceptual designs submitted with proposals.

- A. If the Committee chooses to hold a Design Competition, the Project Manager (or ASCA) will contract with each designated artist in accordance with Activity 14–15 . The contract will include a provision addressing the Design Competition and stating that (1) the Agreement may be terminated following completion of the design phase or (2) the artist may be given a Notice to Proceed for production of the artwork, contingent upon the results of the Design Competition. The Selection Committee will establish requirements and procedures for the Design Competition.
- B. The Committee will select Alaska resident artists when they are available and qualified, in accordance with AS 35.27.020(g) and AS 36.10.010.

(Activity 13-14) The Project Manager has the option of negotiating with the selected artist(s) if artwork exceeds its budget.

(Activities 14-15) The Project Manager will contract with the designated artist(s). DOT&PF - artist agreements must be executed using DOT&PF standard forms. If the artist is not required to perform on-site construction in the execution of the work, use the "ART PURCHASE AGREEMENT" (Attachment B). However, if the artist is required to perform on-site construction in the execution of the work, and the artist contract amount is less than \$100,000, use the DOT&PF Small Procurement Contract [BS/CCA (4/97)] with the General Conditions. If the artist is required to perform on-site construction in the execution of his work, and the artist contract amount equals or exceeds \$100,000, you must use the DOT&PF standard Construction Contract [25D-10A (8/01)].

If the Artist is required to perform on-site construction in the execution of his work, the artist must obtain Worker's Compensation Insurance and Commercial General Liability Insurance as described under "DEFINITIONS."

If an Artist is required to perform on-site construction in the execution of his work, if a contractor's license would be required to build or install a non-artistic item of similar nature, and if the art installation does not qualify for one of the exemptions in AS 08.18.161, then the artist must either become a licensed contractor, hire a contractor, or present the completed artwork to the Department for installation by the Department.

(Activity 16-17) The Project Manager will not issue the Notice to Proceed to the artist(s) for artwork production until the State awards a construction contract for the building or facility. The artist must complete the artwork design and the Committee must approve it before fabrication, delivery, and installation of the artwork in the facility.

(Activity 17-18) After the Project Manager issues the Notice to Proceed, the artist(s) will produce, deliver, and install the artwork in accordance with the agreement(s). The Project Manager will coordinate delivery/installation with construction progress of the building or facility.

(Activity 18-19) The Selection Committee or its designated representative will view the completed artwork(s) installed within the building or facility and provide written approval and acceptance to the Project Manager. The State will issue the final payment after the artist(s) provides the Project Manager all documentation required for the public artwork program in accordance with the artwork Agreement(s). The client agency owns the artwork after installation and final acceptance of the building or facility.

- A. Each artwork invoice must include the information in 1 and 2 below:
 1. The artist must provide:
 - artist's name
 - artist's social security number or tax ID number
 - name of the piece of artwork
 2. The Project Manager must provide:
 - State project name and project number
 - program code: 57292 for Phase 2 money; or 57455 for Phase 4 moneyThe Finance Section will use this information in the line description for audit and tracking purposes.
- B. The ASCA will obtain a State Property Tag Number for each piece of artwork.
- C. The client agency is responsible for maintenance of each piece of artwork. ASCA, in conjunction with the artist(s), will develop a maintenance program and submit it to the client agency.
- D. The Project Manager must obtain and distribute the required photographic documentation (good quality 35mm color slide) and completed catalog worksheets (Attachment C) for each piece of artwork to the ASCA.

(Activity 19-20) When the State issues final acceptance of the building or facility, the Project Manager will place any unused amount for public artwork in the Art in Public Places

Fund (amount must not exceed one percent of the sum of the original construction contract plus the applicable change orders).

DEFINITIONS

Agreement –

A legal document that prescribes legal, regulatory, and administrative provisions affecting the rights and obligations of the parties and the work or services (e.g. artwork) to be provided.

Architect –

The project designer engaged by DOT&PF.

Artist –

A practitioner in the visual arts, generally recognized by critics and peers. A project architect or a member of the architect's firm will not be considered an eligible artist.

Artwork –

All original forms of visual art objects created by an artist, which may include paintings, drawings, ceramics, fiberwork, sculpture, graphics (not signage), murals, photographs, metalwork, mixed media work, limited edition original prints (not reproductions), and Native crafts objects.

Client Agency –

The Department, Division, School District, Municipality, etc., that generated the project for which funds are designated for artwork.

Construction Cost –

The cost of building or facility construction approved by the State legislature, exclusive of the cost of land acquisition, site investigation, design services, administration, equipment, and any other costs not specifically incurred within the construction contract. (The Construction Contract plus all Change Orders) Participatory construction funding by a Federal agency or by the Division of Risk Management is not included in construction costs as used within this procedure.

Insurance --

Workers' Compensation Insurance: The ARTIST shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045.

Commercial General Liability Insurance: Such policy shall have **minimum** coverage limits of \$300,000 combined single limit per occurrence.

Maintenance and Repairs –

Work performed on a building or facility to keep it operational and ready. Examples include electrical work; outlet replacement; fixture re-wiring or replacement; mechanical work; boiler repairs; HVAC repairs; plumbing; glass replacement; door repairs; painting; ceiling tile replacement; carpet repairs; sign replacement; etc.

Project Manager –

Artist's and client's primary point of contact with DOT&PF.

Public Buildings and Facilities –

Schools, office buildings, court buildings, vessels of the marine highway system and other facilities that the Commissioner determines are designed for substantial public use.

Renewal and Replacement –

Renewal and replacement work activities consist of the periodic refurbishment or replacement of building systems or their associated components. Work can be required due to the expiration of the useful life of a particular system or component. This category usually includes major systems and components. Examples include heating system upgrades or replacement, roofing system replacement, carpet replacement, code upgrades, ADA accessibility upgrades, etc.

Renovation and Remodeling –

Renovation and remodeling work generally consists of physical building changes usually requested to accommodate changes in the occupant's program or mission. Examples include new walls, relocation of existing walls, space conversion (i.e., warehouse to office), etc.

AUTHORITY

AS 35.27 and AS 44.27

IMPLEMENTATION RESPONSIBILITY

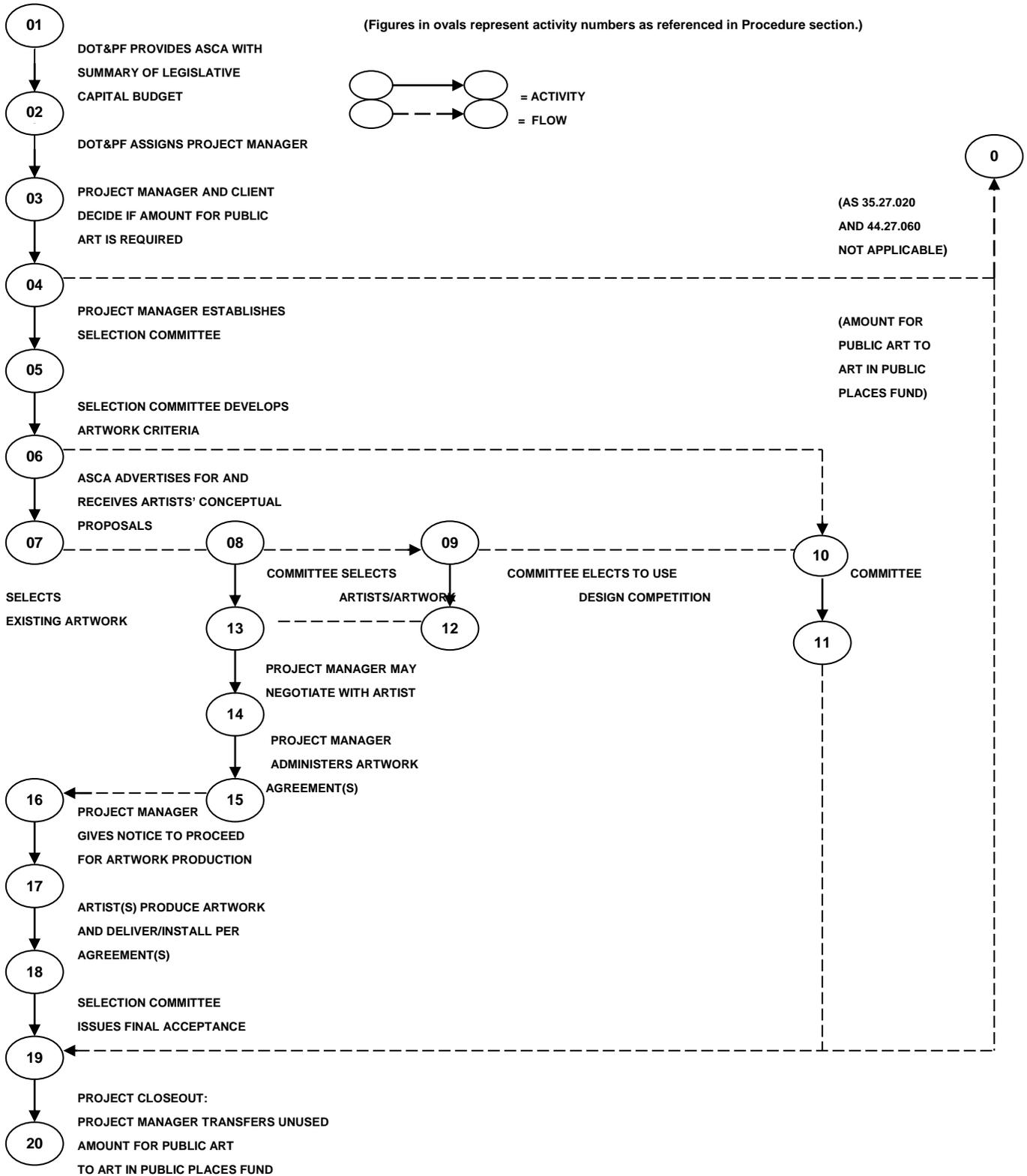
Regional Directors are responsible for coordinating with ASCA and establishing any supplementary procedures necessary to augment this Department procedure as applicable to each region's functions.

DISTRIBUTION

All holders of the Policy and Procedures Manual and the Alaska State Council on the Arts (ASCA).

ATTACHMENT A

SUMMARY DIAGRAM OF PROCEDURE



ATTACHMENT B

THE DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES (DOT&PF)
On Behalf of the DEPARTMENT OF (NAME OF CLIENT AGENCY.)

ART PURCHASE AGREEMENT (No On-site Construction Required By Artist)

The Department of Transportation and Public Facilities (DOT&PF) and (NAME OF ARTIST) (artist), the creator of the following listed work of art, or his or her heirs, as a condition of the sale of this work, hereby agrees to the following for the duration of copyright coverage. The artist keeps the copyright, with the State of Alaska granted permission for use of the artwork as outlined below.

Artwork Description:

(ARTWORK NAME
DESCRIPTION AND
SIZE)

Purchase price: \$(PRICE)

Artist Name & Address

(ARTIST NAME
ADDRESS
PHONE NUMBER)

1. The work purchased is for installation at the (PROJECT NAME, NUMBER, AND LOCATION). However, the work may be publicly displayed at any site considered appropriate by the State and the Alaska State Council on the Arts (ASCA).
2. Included in the purchase price, the artist must provide the following: (1) a good quality 35mm color slide sent to the State DOT&PF Project Manager (NAME) with completed Catalog Worksheet (self addressed envelope enclosed); and (2) protection (example being framing and utilizing quality Plexiglas), and shipping (insured) to final installation location. Ship artwork to: (GIVE COMPLETE PHYSICAL & MAILING ADDRESS), Attention: (GIVE COMPLETE NAME AND PHONE NUMBER). Artwork must be received at the above address by (DATE).
3. The ASCA may make and distribute derivative expressions of the work of art limited to photographs for documentary and archival purposes and for publication in articles of information about ASCA, the work of art, and the artist. This includes publication in both public and private sector (for profit as well as not-for-profit) publications, and electronic publication on a web site, but does not include reproduction for profit-making undertakings such as postcards, posters, etc.
4. Should the work require any curatorial assistance beyond normal maintenance, the artist has first right of refusal to be contracted for the work. The ASCA will notify the artist using the last address on file at the ASCA office.
5. Due to conditions under which the work is displayed and shipped, the State has the right to remove this work of art when it has, in the judgement of the State, undergone so much environmental damage that it is no longer representative of the work of the artist or is no longer suitable for public display. The artist has the right to request such removal, but the request must be in writing. The State will have the final say in the decision.
6. The artist retains all other rights not addressed in this agreement unless transferred by written agreement.

AGREED:

Department of Transportation and Public Facilities

Artist

Contracting Officer, (NAME)

(Artist Name)

Date

Date

Department of Transportation and Public Facilities
(Address/phone/fax)

**ATTACHMENT C
STATE OF ALASKA**

CATALOG WORKSHEET: 1% FOR ART PROGRAM

1. Title of work _____
2. Artist name, address, and phone number (if more than one, please complete information page for each artist)

3. Artist's date of birth _____
4. Nationality _____
5. Place of signature on work _____
6. Date work completed _____
7. Place of execution _____
8. Medium _____
9. Description of work

10. Purchase price _____
11. Location of work (facility name and phone number) _____

12. Place of final installation _____
13. Details of installation, e.g., how is it mounted, who mounted it, contractors and subcontractors including names, addresses, and phone numbers.

14. Plaque installed? Yes No If Yes, by whom (name, address, & phone number)

15. Maintenance program submitted? Yes No

Worksheet completed by _____

_____ Date